

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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SCOPE OF WORK PROVISIONS

FOR

MARBLE FINISHER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SANTA CLARA, SANTA CRUZ, SAN
MATEO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,
YOLO, AND YUBA COUNTIES

162-19-2

AGREEMENT

August 1, 2001 to July 31, 2004

MARBLE FINISHERS AND SHOPWORKERS

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Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

THIS AGREEMENT, effective August 1, 2001, by and between Bricklayers and Allied Craftworkers Local No. 3 California, A.F.L.-C.I.O., ("Union") and the Marble Dealers of Northern California, hereinafter called the "Association," for and on behalf of all employers who have designated the Association as their bargaining agent, and any independent employer separately signatory hereto, (hereinafter all employers who have designated the Association or are independent contractors shall be referred to as "Employer")

Labor - Management - Cooperative Committee

The parties agree to establish a committee composed of equal number of representatives of labor and management who shall meet periodically to consider methods of carrying out its purposes, which shall include but not be limited to the following:

- A. To improve overall communications and disseminate pertinent information between the parties; and
- B. To coordinate legislative activities and communications with State, Federal and Municipal governmental agencies, elected officials and other organizations for the good and welfare of the Marble Industry. and
- C. To seek ways of dealing with problems of mutual concern which are detrimental to the advancement and economic development of the marble industry; and
- D. To do all that is lawfully possible to promote union marble masonry construction, recognizing the mutual threat of unfair competition; and
- E. To assist employers and the union achieve job site safety; and
- F. To explore joint approaches to achieving organizational effectiveness.

WITNESSETH:

ARTICLE I: SCOPE OF AGREEMENT

SECTION 1. UNION RECOGNITION. Bricklayers and Allied Craftworkers, Local No. 3 CA is recognized as the sole collective bargaining representative for all employees performing that work which is described in Article I, Section 4 of this Agreement and which is in the geographic jurisdiction of this Agreements described in Article I, Section 3 in the classifications of Polishers, Stickers, Sawyers, Machine Technicians (all machines and equipment used in the fabrication of all stones, marbles and granites), Marble Finishers and Marble Finisher Apprentices.

This Agreement shall be binding upon all Employers identified by the Association as their bargaining agent with the same force and effect as if this Agreement had been signed by each such Employer individually. The Association shall notify the Union by certified mail by the identity of any Employer who either designates the Association to act as its bargaining agent or who withdraws such designation, notice of withdrawal of designation by an Employer shall not serve to notice to the Union of the Employer's intent to terminate or amend this Agreement and such an Employer shall remain bound by this Agreement.

Each Employer expressly acknowledges that they, and each of them, have satisfied themselves that the Union represents a majority of employees employed to perform bargaining unit work and agrees that the Union is the collective bargaining representative of such employees. The employer agrees that it is establishing, or has previously established, a collective bargaining relationship by this agreement within the meaning of Section 9 of the National Labor Relations Act of 1947 as amended."

SECTION 2. NEW PARTIES. Firms whose marble employees are or become members of the Union shall be parties to this Master Agreement upon executing an adoption of this Agreement.

SECTION 3. GEOGRAPHIC AREA. The area covered by this Agreement shall be the California counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, King, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, Santa Clara, Santa Cruz, San Mateo, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare County, Tuolumne, Yolo, and Yuba."

SECTION 4. WORK COVERED. The purpose of this section is to protect the jurisdiction and provide maximum employment for Marble Workers covered by this Agreement. The work shall be assigned to the classifications described to the fullest extent practicable and in accordance with the custom of the trade:
A. Shopworker's work refers to that traditionally performed by Polishers, Stickers, Sawyers, Machine Technicians (all machines and equipment used in the fabrication of all stones, marbles and granites).

B. Marble Finisher's work includes:

(1) Mixing of all mortar, rubbing and grinding, cleaning, washing, grouting and pointing up of all marble installed by the Marble Setter.

(2) Handling of all sand, cement, marble or stone and any and all materials that may be used by a Marble Setter.

The foregoing shall not restrict Marble Setters and Marble Finishers from assisting each other in the performance of their work.

When a Marble Setter goes on a job where there is sufficient work for a Marble Setter and Marble Finisher, the Marble Setter shall be accompanied by a Marble Finisher.

SECTION 5. MARBLE. It is understood that the word "marble" refers to marble, slate or stone work, customarily set by the trade, both natural and artificial, in any public or private building upon which work covered by this agreement is performed. The word "marble" also refers to that which is made for and intended for use as a finished floor surface, whether for interior or exterior floors, stair treads, promenade ramps, garden walks, interior walks, interior walls, ceilings, swimming pools, and all places where marble may be used to form a finished surface for practical use, sanitary finish or decorative purposes.

ARTICLE II: EMPLOYMENT

SECTION 6. HIRING. The Individual Employer must secure all employees performing work covered by this Agreement through the Employment office of the union, and the Union agrees to furnish such employees with forty-eight (48) hours (Saturdays, Sundays and holidays excluded) of the time they are requested to do so. In the event that the Union should fail to furnish employees within the time so limited, the individual employer shall be free to secure his employees from any source, and shall notify the Union in writing of the name, address and social security number of any such new hire prior to the employee's commencing work.

No apprentice shall be employed to displace any employee employed or on layoff status. This, however, shall not be interpreted to prohibit the employer from hiring apprentices for the purpose of training employees for promotion to higher paid jobs when vacancies exist. All Apprentices shall be registered with the Union as Apprentices.

The individual employer reserves the right to reject any job applicant referred by the Union. However, the employer will submit the reason for such rejection in writing to the Union if the applicant charges that such rejection was unfair or discriminatory. Following investigation the Union may require a showing of just cause from the employer as to such rejection. The employment of any employee performing work covered by this agreement, whether or not such employee was supplied by the Union, shall be subject to all the terms and conditions of this agreement including, but not limited to, the payment of wages, travel pay, premium pay and union dues and trust fund contributions as specified in this agreement.

SECTION 7. PROBATIONARY PERIOD. New hires shall serve a probationary period of 80 hours or 15 calendar days, whichever is first. No fringe contributions shall be required during the probationary period. The term "new hire" shall mean an employee who has not previously worked under this Agreement.

SECTION 8. JUST CAUSE. The Employer shall have the right to discharge any employee for just cause. Just cause is recognized to include: Tardiness, carelessness, unwillingness to carry out work assignments, not being in condition to work or other similar serious offenses.